

CONFIDENTIAL



Steven B. Abramson, MD
Chairman, Department of Medicine
Senior Vice President & Vice Dean for
Education, Faculty & Academic Affairs

August 11, 2014

Andrew Porges, MD

Redacted

Dear Dr. Porges:

On behalf of our colleagues at NYU School of Medicine and NYU Hospitals Center (collectively, "NYU Langone Medical Center"), it gives us great pleasure to make this offer for you to become an employed member of our faculty. We are certain that you will find the environment for research, education and health care at NYU Langone Medical Center uniquely stimulating, interactive and highly beneficial.

Set forth below are general guidelines pertaining to your employment with NYU Langone Medical Center. The specific terms of your employment, including the compensation associated with your clinical, research, and/or administrative responsibilities, are set forth in **Schedule A**.

Section I – General Terms Governing Employment

A. Policy and Procedures

1. **Policies/Practices/Faculty Handbook:** Your employment is subject to all policies and practices of the NYU Langone Medical Center and New York University, including, but not limited to the New York University Faculty Handbook and other policy documents.
2. **Pre-Employment Process:** This offer and your employment is contingent upon your successfully completing NYU Langone Medical Center's pre-employment process which includes, but is not limited to, reference checking, a pre-employment physical examination, a background investigation and receipt of all documentation required in accordance with Federal, State and local rules, as well as NYU Langone Medical Center human resources and New York University policies and procedures. If you have clinical responsibilities, this offer and your employment are contingent upon your obtaining, prior to the Commencement Date, medical staff privileges, and qualifying for professional liability insurance

~~CONFIDENTIAL~~

Andrew Porges, MD
August 11, 2014
Page 2 of 14

CONFIDENTIAL

under NYU Langone Medical Center's insurance program. In addition, if you have clinical responsibilities, your continued employment is contingent upon your maintaining medical staff privileges and qualifying for professional liability insurance under NYU Langone Medical Center's insurance program throughout your employment.

3. **Benefits:** Eligibility for benefits is based on the provisions of the plans which are outlined in the Faculty Benefits Brochure. Please be aware that you must apply for available benefits and that you are required to participate in a NYU Langone Medical Center benefit orientation as soon as possible.
 4. **Space:** Space provided to you for your NYU Langone Medical Center responsibilities is for performing services for the NYU Langone Medical Center only. You may not use such space for purposes of any other organization, unless approved in writing by the Dean of the School of Medicine.
 5. **Time and Effort Allocation:** You will be required and agree to complete time and effort allocation forms on a monthly and/or quarterly basis as requested by your Department Chair and NYU Langone Medical Center Administration and you agree to complete and submit such reports accurately and on a timely basis, as well as maintain appropriate documentation to support such allocations and to make such documentation available upon request for audit purposes.
- B. Compensation:** Your compensation is set forth in **Schedule A**. In the event you cease to provide any services set forth in **Schedule A**, your compensation will be adjusted commensurately. Additionally, your compensation package is subject to approval by the NYU Board of Trustees Compensation Committee in accordance with prevailing NYU Langone Medical Center guidelines.

Section II – Academic Appointment

1. **School of Medicine:** Your employment includes appointment as a faculty member of the NYU School of Medicine, which is described in greater detail in **Schedule A**.
2. **Co-terminus Appointment:** As a clinical faculty member, unless you are on the tenure track, your faculty appointment is co-terminus with your employment and ends when your employment ends.
3. **Termination/Faculty Appointment:** Your faculty appointment shall terminate automatically and simultaneously if you accept an unauthorized position with any other academically affiliated organization or any health care entity which competes with NYU Langone Medical Center.

D000855

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 3 of 14

CONFIDENTIAL**Section III - Representations/Warranties**

1. **No Employment Limitation:** You represent and warrant to NYU Langone Medical Center that you are not party to any contract or conditions of current employment, such as but not limited to a covenant not to compete with your current employer, which would preclude your accepting employment with NYU Langone Medical Center and performing services described herein as of the Commencement Date referenced in this offer letter.
2. **Non-Solicitation:** You agree that you shall not, directly or indirectly, recruit any employee nor solicit business which knowingly disturbs, or could be expected to disturb, the existing professional or business relationships of NYU Langone Medical Center with any employee, patient, health care provider or referral source while you are in our employ and for two (2) years after leaving our employ. The parties agree that, following the expiration or termination of your employment, the foregoing provision shall **not** prohibit you from obtaining employment or providing services to any hospital, health care entity or medical practice, provided that any such engagement does not require you to violate this provision. NYU Langone Medical Center hereby agrees to adhere to the American Medical Association's Code of Medical Ethics with regard to patient notifications in the event your employment terminates for any reason.
3. **Consulting:** You represent and warrant that prior to the Commencement Date you shall disclose to NYU Langone Medical Center any outside activities that you intend to engage in after the Commencement Date, including consulting and research activities in which you are currently engaged. You may engage in such consulting activities as may from time to time be permitted by the rules and regulations of NYU Langone Medical Center and New York University in effect at the time of signing and modified from time to time. NYU Langone Medical Center's policies concerning conflicts of interest, conflicts of commitment and consulting activities are located on the conflicts management website, which is <http://cimu.med.nyu.edu>.

Section IV - Additional Documents: At any time and from time to time, it is agreed that each party shall, without further consideration and at its own expense, take such further actions and execute and deliver such further instruments as may be reasonably necessary to effectuate the purpose of this agreement.

You agree that this Agreement together with **Schedule A**, which is incorporated herein, (a) is the complete and exclusive statement of the agreement among you and NYU Langone Medical Center, and shall supersede and merge all prior proposals, understandings and other agreements, oral and written, relating to your employment by NYU Langone Medical Center; (b) may not be modified except by a written instrument duly executed by you and NYU Langone Medical Center; and (c) shall be governed by

D000856

CONFIDENTIAL

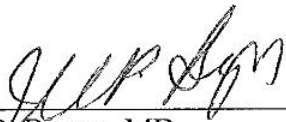
Andrew Porges, MD
 August 11, 2014
 Page 4 of 14

CONFIDENTIAL


and construed in accordance with the laws of the State of New York, without giving effect to conflict of law provisions.

We are very pleased that you may become a member of the Faculty of NYU Langone Medical Center in the Department of Medicine. We join our many colleagues in extending an invitation to you to participate in the next chapter in the history of the NYU Langone Medical Center.


Sincerely yours,


 Jill P. Buyon, MD
 Director, Division of Rheumatology

Aug 13' 2014
 Date



 Steven B. Abramson, MD
 Chair, Department of Medicine

8/14/14
 Date


 Robert I. Grossman, MD
 Dean, NYU School of Medicine and
 CEO, NYU Hospitals Center
 NYU Langone Medical Center

8/15/14
 Date

If you agree to the terms of this letter, please sign and date below and return it within two (2) weeks of the date set forth on the first page of this letter. If an executed agreement is not received by us within two (2) weeks of the date of the letter, this offer is withdrawn unless specifically extended in writing by NYU Langone Medical Center.


 Andrew Porges, MD

8/23/14
 Date

D000857

CONFIDENTIAL

Andrew Porges, MD
 August 11, 2014
 Page 5 of 14

CONFIDENTIAL

SCHEDULE A
Terms of Employment

For purposes of this Agreement, NYU Hospitals Center, New York University School of Medicine and NYU Langone Medical Center may be referred to as "NYU".

I. Commencement Date

Your employment under this Agreement will begin on or about **November 1, 2014** ("**Commencement Date**").

II. Effort and Compensation

Percent of Effort Summary

<u>MISSION</u>	<u>% EFFORT</u>	<u>COMPENSATION¹</u>
Clinical (inclusive of medical research)	100%	\$340,000
Education Leadership	0%	
Research	0%	
Administration/Leadership	0%	
TOTAL EFFORT:	100%	\$340,000 ²

III. Other Compensation, if applicable, based on established institutional policies

- a) **Coverage for Moving of Business Items:** NYU will cover and directly reimburse all reasonable and necessary expenses associated with moving your personal effects, office supplies and office equipment, subject to NYU Langone Medical Center policies and procedures and guidelines.
- b) **Reimbursement of Business Expenses:** Legitimate and reasonably appropriate business expenses, including, without limitation, subscriptions, society memberships and dues, journals, continuing medical education(including without limitation, one (1) national meeting, travel and entertainment expenses, license fees and other similar items, will be covered by NYU Langone Medical Center,

¹ The maximum salary (excluding any incentive compensation) on which benefits are based for eligible clinical faculty shall not exceed \$230,000 annually.

² Compensation will be paid to you on the basis of activities which you perform as set forth herein. With respect to each activity, compensation shall be paid provided that you perform your obligations.

D000858

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 6 of 14

CONFIDENTIAL

and reimbursed or paid by NYU Langone Medical Center in accordance with Internal Revenue Service guidelines and NYU Langone Medical Center policies, unless prohibited by applicable laws or regulations (including, without limitation, the regulations of the Internal Revenue Service).

IV. Academic Appointment and Title(s)³

Faculty Appointment: Clinical Assistant Professor in the Department of Medicine

Academic Track: Clinical

Tenure Status: Non tenure eligible

- a) **General Responsibilities:** The general responsibilities associated with your academic appointment include but are not limited to:
- i. Become familiar with and understand the requirements applicable to your faculty appointment and advancement, including the New York University Faculty Handbook and NYU School of Medicine policies (<http://webdoc.nyumc.org/nyumc/files/efaa/attachments/FacHbk2008.pdf>) and *Revision to the Policies and Procedures for Appointment, Promotion and Tenure at the School of Medicine*, (http://webdoc.nyumc.org/nyumc_d6/files/faculty/Policies_and_Procedures_for_Appt_Promotion_and_Tenure_Feb-1-2013-FINAL.pdf);
 - ii. Serve on committees of the NYU School of Medicine as reasonably requested by the Chair of the Department in which you have your primary appointment or the Dean of the NYU School of Medicine;
 - iii. Participate in the teaching program for medical and/or graduate students, residents and fellows in accordance with teaching expectations set forth in the policies of the NYU School of Medicine as modified from time to time (see *Report of Committee on Expectations regarding Teaching* a/k/a "Artman II" http://webdoc.nyumc.org/nyumc_d6/files/faculty/Policy_on_Expectations_Regarding_Teaching_revised_6.13.pdf);
 - iv. Participate in academic activities that define membership in this community of scholars including mentoring, supervision, recruitment, advisement and governance.

³ Your academic appointment, salary, tenure status, promotion, assignments to duties, space allocations, research objectives, other technical and secretarial support, etc. will be the responsibility of your Department Chair in which you have your primary appointment in collaboration with the Dean of the School.

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 7 of 14

CONFIDENTIAL**V. Employment Status**

Employment Title: Staff Physician

Employment Status⁴: Full Time

VI. Term/Termination

- a. **Term:** Your employment shall be for an initial **three (3)** year period provided that your performance is in compliance with the terms of this Agreement.
- b. **Renewal:** Unless this Agreement is explicitly renewed in writing, if you continue to provide services following the expiration of this Agreement, then this Agreement shall be deemed to have been renewed on the same terms for an additional one (1) year term. Any notice of non-renewal shall be provided at least ninety (90) days prior to the expiration date of the then current term.

For purposes of clarification, you shall have the right to terminate your employment hereunder at any time upon the provision of at least ninety (90) days prior written notice to NYU Langone Medical Center.

- c. **Termination for Cause:** Your employment, faculty appointment, and this Agreement may be terminated by NYU Langone Medical Center for Cause. "Cause" in this Agreement means:
- an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of your employment with NYU Langone Medical Center;
 - intentional breach of NYU Langone Medical Center's Code of Conduct;
 - intentional and willful disclosure of NYU Langone Medical Center's or its patient's confidential information contrary to NYU Langone Medical Center policies;
 - breach of your obligations under this agreement; including but not limited to the loss or suspension of your license to practice medicine in the State of New York, your exclusion from Medicare, Medicaid or any successor program, loss or resignation of your faculty appointment, loss or resignation of your NYU Langone Medical Center medical staff privileges, or your failure to qualify for malpractice insurance;

⁴ Please note that any additional employment you engage in with one of our affiliates in which you receive payment directly from that organization (such as Nathan Kline Institute, the Veteran's Administration, Health and Hospital Corporation Hospitals, or Jamaica Hospital Medical Center) is separate from your employment by NYU Langone Medical Center. The terms of that separate employment, including compensation and space, are governed by separate agreement and its applicable policies between you and that organization.

CONFIDENTIAL

Andrew Porges, MD
 August 11, 2014
 Page 8 of 14

CONFIDENTIAL

- intentional and willful violation of NYU Langone Medical Center's conflict of interest policies, which includes intentional engagement in any competitive activity without prior review and approval; or
- the willful and continued failure to substantially perform your duties for NYU Langone Medical Center (other than as a result of incapacity due to physical or mental illness).

For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by you in bad faith or without a reasonable belief that your action or omission was in the best interest of NYU Langone Medical Center. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether NYU Langone Medical learns of it before or after terminating your employment.

In addition to the foregoing, your employment, faculty appointment, and this Agreement may be terminated as a result of your retirement, disability or death; provided that, for purposes of the foregoing, "disability" shall mean that you are unable to provide your full-time services hereunder for ninety (90) consecutive days or for ninety (90) days in any one hundred and eighty (180) day period.

VII. Clinical Responsibilities

- a) **Group:** You will be employed as a member of NYU Langone Roslyn Rheumatology, our Faculty Group Practice ("FGP") in the Department of Medicine, under the terms stated herein and in the Faculty Practice Plan, available on the FGP website at http://webdoc.nyumc.org/nyumc_d6/files/fgp/fgpfiles/hr.htm. Your Compensation is predicated on meeting the Expectations set forth below and maintaining continued performance in compliance with this Agreement; provided that Compensation may only be adjusted in accordance with the specific terms of this Agreement. Compensation will be reviewed annually, unless specified otherwise in this letter (provided that, for purposes of clarification, our compensation may not be changed except in accordance with the specific terms of this Agreement or upon your prior written consent). If you cease to participate as a member of the FGP, the portion of your compensation associated with the FGP will cease.
- b) **Policies:** You shall be bound by the Bylaws, rules and regulations of the NYU Hospitals Center and applicable affiliated hospitals ("Policies"), if you have clinical responsibilities, as well as all applicable laws, rules and regulations. You will need to complete the credentialing applications for each hospital where patient care is expected and to provide supporting documentation upon approval of this letter of offer.

D000861

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 9 of 14

CONFIDENTIAL

c) **FGP Expectations:**

- You will provide clinical patient care in the specialty of rheumatology on a full time basis.
- Your Clinical Compensation of **Three Hundred Forty Thousand Dollars (\$340,000)** shall be contingent on your maintaining productivity targets as measured by work RVUs ("wRVUs") and clinical research revenue as set forth below; provided that Clinical Compensation shall not be reduced except as specifically provided for in this Agreement, or pursuant to your prior written consent. Clinical Compensation shall be payable in equal installments, in accordance with NYU Langone Medical Center's customary payroll policies applicable to other similarly situated physician employees.
- wRVU Target
 - Your level of productivity as measured by work RVUs ("wRVUs") shall be 6,524 wRVUs on an annual basis ("wRVU Target").
 - If your actual productivity in any twelve (12) month period is greater than the wRVU Target of 6,524, you will receive, as incentive compensation, 1% of your Clinical Compensation for every 1% your actual productivity exceeds the wRVU Target ("Incentive Compensation"). For example, if your actual productivity is 7,176 wRVUs or 10% greater than the wRVU Target, you will receive **Thirty Four Thousand Dollars (\$34,000)** as incentive compensation.
- Years 1 – 2
 - For the first two (2) years following the Commencement Date of this Agreement, if your actual productivity is at least 92% of the wRVU Target or 6,002 wRVUs, there will be no change to your Clinical Compensation.
 - If your actual productivity is less than 92% of the wRVU Target, your Clinical Compensation will be reduced by 1% for every 1% your actual productivity is less than 92% of the wRVU Target. For example, if your actual productivity is 5,872 wRVUs or 90% of the wRVU Target, your Clinical Compensation will be reduced by 2% or **Six Thousand Eight Hundred Dollars (\$6,800)**.
- Year 3
 - Beginning in Year 3 and for the remainder of the term of your employment, if your actual productivity in any twelve (12) month period

D000862

CONFIDENTIAL

Andrew Porges, MD
 August 11, 2014
 Page 10 of 14

CONFIDENTIAL

is at least 95% of the wRVU Target or 6,198 wRVUs, there will be no change to your Clinical Compensation.

- If your actual annual productivity is less than 95% of the wRVU Target, your Clinical Compensation will be reduced by 1% for every 1% your actual productivity is less than 95% of the wRVU Target. For example, if your actual productivity is 5,872 wRVUs or 90% of the wRVU Target, your Clinical Compensation will be reduced by 5% or **Seventeen Thousand Dollars (\$17,000)**.

- Research Revenue Target

- You shall maintain annual revenue⁵ from your clinical research studies in the amount of Two Hundred Twenty Eight Thousand Dollars (\$228,000) annually ("Revenue Target").
- If your actual revenue exceeds the Revenue Target, you will receive any amount that is in excess of Two Hundred Twenty Eight Thousand Dollars (\$228,000), less any incremental research expenses that are in addition to the salary and benefit expenses associated with the two (2) full-time and one (1) part-time research coordinators.

- Your productivity as measured by the wRVU Target and Revenue Target shall be reviewed individually. The sum of both calculations will be used to determine your total annual clinical compensation, including any reductions or incentive payments specifically provided for in this Agreement.
- In the event of any expiration or termination of your employment hereunder, you and NYU shall cooperate in connection with the transition of any clinical research agreements which were transitioned to NYU as of the Commencement Date, or for which you were otherwise primarily responsible for obtaining, supervising or servicing.

- Compensation Guarantee

Notwithstanding anything to the contrary contained herein, it is agreed that your annual Clinical Compensation shall not be less than **Three Hundred Forty Thousand Dollars (\$340,000)** for the first twelve (12) months following the Commencement Date, provided that your performance continues to be satisfactory.

⁵ For purposes of this Agreement, "revenue" shall be defined as any amounts received for services rendered pursuant to a clinical trials agreement, less expenses, including but not limited to overhead and any taxes imposed by NYULMC.

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 11 of 14

CONFIDENTIAL

- d) **Hospital Responsibilities:** All Attending Physicians at NYU Hospitals Center are required to perform the responsibilities set forth in "Hospital Responsibilities at NYU Hospitals Center," set forth at http://webdoc.nyumc.org/nyumc_d6/files/fgp/fgpfiles/hr.htm. All Attending Physicians at Bellevue Hospital/Gouverneur are required to perform the responsibilities set forth in "Hospital Responsibilities Bellevue Hospital/Gouverneur Affiliation Agreement," also set forth at http://webdoc.nyumc.org/nyumc_d6/files/fgp/fgpfiles/hr.htm. You agree to discharge all duties and responsibilities hereunder faithfully and in accordance with such policies, laws, rules, and regulations.
- e) **Billing and Collections:** All billings and collections for your services to patients shall be carried out in your name and provider number or the name and provider number of the NYU Hospitals Center and/or NYU School of Medicine, but such billing and collection shall be performed by the NYU Hospitals Center and/or NYU School of Medicine, either directly or utilizing such contractors or subcontractors as the NYU Hospitals Center and/or NYU School of Medicine may determine in its sole discretion. You hereby assign to the NYU Hospitals Center and/or NYU School of Medicine any and all billings and collections for services provided hereunder, regardless of location at which such services are provided. You hereby agree to execute such additional documentation as may be necessary, in the reasonable opinion of the NYU Hospitals Center and/or NYU School of Medicine or its counsel to effectuate or evidence such assignment. You agree that you will not bill, nor permit any other person or entity to bill on your behalf, for services rendered by you to patients. If you discover that such a bill has been rendered with respect to your services you shall promptly notify the NYU Hospitals Center and/or NYU School of Medicine and take all necessary steps to cancel such billing or if the bill has been paid, arrange for appropriate reimbursement. Any disbursement from an IPA, insurer, MSO, or other like entity shall be deposited in the FGP Account. NYU Hospitals Center agrees to bill in accordance with all laws, rules and regulations and to indemnify and hold you harmless with regard to any losses you suffer due to improper billings.
- f) **Professional Liability Insurance:** You will be covered by "occurrence based" individual practitioner's professional liability insurance purchased for you, at NYU's expense, with respect to medical care rendered to patients by you as a member/participant of the FGP. For purposes of clarification, you and NYU acknowledge and agree that all services provided by you hereunder (including, without limitation, all clinical research activities, and all services shall be provided at the locations described in paragraph VIII (f) below) shall be deemed to be provided by you as a member/participant of the FGP. Prior to the issuance of this coverage you agree to provide NYU Langone Medical Center information pertaining to your prior professional liability coverage, including documentation pertaining to New York State's excess medical malpractice coverage ("Section 18 Coverage") to the extent applicable. The insurance provided to you hereunder

D000864

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 12 of 14

CONFIDENTIAL

will provide you with coverage only for medical incidents occurring as a function of FGP activities and taking place at (a) facilities owned or operated by NYUHC, or (b) locations approved, in writing, by your Department Chair or the Vice Dean for Clinical Affairs prior to the relevant activity(ies). The insurance will provide limits of liability equivalent to or greater than the aggregate of (1) the primary limits required by New York State to be eligible for the Section 18 coverage, and (2) the excess limits provided by Section 18 coverage. You agree to provide all information necessary to complete the application(s) for such coverage. The School of Medicine reserves the right to change the scope, amount and nature of insurance provided to you upon notice as provided under New York State law.

g) Prior Acts Coverage

NYU will provide on your behalf, at NYU's sole cost and expense, any and all prior acts (or so called "tail") coverage necessary to insure you with respect to your acts and omissions prior to the Commencement Date. The prior acts coverage will be effective immediately on the Commencement Date but amortized over a period of three (3) years. If you leave our employ prior to the completion of the three (3) year period, you promise to repay a pro-rata portion of the prior acts premium.

- h) Non-Referral:** Nothing in this agreement is intended to obligate any party to refer patients or business to or between NYU Langone Medical Center and you. Any referral between the parties shall be subject to each individual patient's choice and his or her physician's professional judgment.

VIII. Other

a) Non-Solicitation/Records

The provision of this letter limiting your ability to solicit staff, patients or referral sources (Section 3, Paragraph 2) shall be superseded by this paragraph. In the event your employment with NYU ends for any reason, you shall have the right to a copy of the records of all patients treated by you prior to your employment with NYU, subject to patient authorization requirements. In addition, it is agreed that you shall have the right to freely contact and solicit any staff, patients and referral sources maintained by you prior to your employment at NYU. With respect to medical records, all medical, financial and other records relating to patients of the treated by you during your employment with NYU are the property of NYU, including, but not limited to, patient records, charts, and case histories; provided, however you will be provided copies of such records, subject to patient authorization and applicable law. You will also be provided with copies of such records to the extent necessary for you to respond to or defend against any investigation, demand, claim or lawsuit by any governmental authority, court, patient, payor or other third party. In the event of any expiration or termination of

D000865

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 13 of 14

CONFIDENTIAL

this Agreement, you and NYU shall jointly prepare and forward a notice to all patients that you have treated hereunder, advising such patients of their right to continue to receive services from either you or NYU, and of your new contact information. The provisions of this paragraph shall survive any expiration or termination of your employment.

For purposes of clarification, NYU expressly acknowledges and agrees that, following any expiration or termination of your employment hereunder, you will not be restricted in any manner from the practice of medicine or the performance of services at any location or on behalf of any individual or entity.

As of the Commencement Date, the parties will enter into a medical records custody agreement with respect to the transfer to NYU of the custody of the medical records relating to services rendered by or on behalf of the Practice (as defined below) prior to the Commencement Date.

b) Waiting Period Waiver

Pending final approval by the NYU Retirement Committee, one year of your full time service with your previous practice will be used to meet the one year service requirement under the NYU School of Medicine 403(b) plan for purposes of the 403(b) plan's one-year waiting period and vesting schedule in accordance with the plan's provisions.

c) Staffing/Supplies/Equipment/Offices

As of and following the Commencement Date, it is NYU's intention to offer employment to your current staff, in job titles that align with the NYU salary structure, contingent upon the employee(s) successfully completing the pre-employment process in compliance with Human Resources policies and procedures.

In addition, NYU will maintain substantially the same levels and types of staffing, supplies, equipment, modalities and operational office hours, as existed at your office prior to the Commencement Date provided, however, NYU retains the authority to modify the staffing levels, supplies or equipment if warranted by productivity. Without limiting the foregoing, before making any material changes in staffing, (including, without limitation, any hiring or termination of staff), supplies or equipment, NYU shall first consult with you in good faith.

NYU will address in good faith any suggestions, or complaints that you may have with respect to the staffing, supplies, equipment, modalities or office hours at your office(s).

D000866

CONFIDENTIAL

Andrew Porges, MD
August 11, 2014
Page 14 of 14

CONFIDENTIAL

d) Medication Inventory

NYU will purchase from you any viable drugs/medications in inventory on the Commencement Date, for an amount equal to your cost for such inventory.

e) Hospital Privileges

You shall have the right to retain your medical staff privileges at Glen Cove Hospital in Glen Cove, New York, and St. Francis Hospital in Roslyn, New York.

f) Locations of Services

You shall provide your services hereunder at 1044 Northern Boulevard, Roslyn, New York (the "Northern Boulevard Office"), 1999 Marcus Avenue, New Hyde Park, New York (the "Marcus Avenue Office"), those hospitals at which you maintain staff privileges, and such other locations as are mutually agreed upon between you and NYU Langone Medical Center.

g) Review

You shall have the right to review and copy all records necessary to confirm the amounts (including, without limitation, Clinical Compensation and the Research Stipend) payable to you under this Agreement. Without limiting the foregoing, NYU shall provide you with monthly reports of your wRVU production. This paragraph shall survive any expiration or termination of your employment.

h) Benefits

Without limiting any additional benefits provided to you hereunder or otherwise, NYU Langone Medical Center shall make available to you, at a minimum, such employee benefits and fringe benefits as are made available to other full-time employee physicians of NYU Langone Medical Center.

g) Conflict

The following order of precedence shall be followed in resolving any conflicts or inconsistencies between the terms of this **Schedule A** and any of the other documents applicable to you in connection herewith: (A) first, the terms contained in this **Schedule A**; (B) second, the terms contained in the letter agreement to which this **Schedule A** is attached; (C) third, the terms of the Faculty Practice Plan; and (D) fourth, the terms of handbooks, policies, procedures, rules, regulations, guidelines, reports or other materials or items referenced therein or otherwise applicable to you by virtue of your employment by NYU.

D000867

CONFIDENTIAL



RESEARCH¹ AND CONFLICTS DISCLOSURE AFFIRMATION

Please read this affirmation in its entirety.

I, Andrew Forges, affirm the following:
PRINT NAME

- I have disclosed to New York University School of Medicine (“NYUSOM”) the existence of any and all research projects and/or activities in which I am currently engaged or intend to engage prior to the date of my anticipated employment with NYUSOM.
- Upon my employment with NYUSOM, I will not engage in research except as otherwise permitted in my employment agreement.
- I have disclosed to NYUSOM the existence of any and all external interests and activities, including but not limited to ownership interests, consulting agreements, and royalty incomes, in which I am (or an immediate family member is) engaged that may be contrary to NYUSOM’s policies on conflicts of interest.

By signing below I affirm the foregoing.

Signature: _____

Date: _____

¹Research is defined as a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Research includes but is not limited to anonymous reporting studies, laboratory and animal studies, human subjects research, and clinical trials.